



CITY OF WHEATLAND PARK/FACILITY LICENSE APPLICATION AND AGREEMENT

FORM A

I/we apply for permission to use a City of Wheatland park or facility for the event or activity described below:

Name of Applicant: _____ **Date:** _____

If Applicant is a business, organization or entity other than a person, then include:

Name of responsible person: _____

Title (if applicable): _____

Address: _____

Daytime Telephone: _____ **Alternate Phone:** _____

Request Use Of:

_____ Community Center Hall	_____ Park Place Park
_____ Community Center Kitchen	_____ Wheatland Ranch Park
_____ Community Center Conference Room	_____ C Street Park
	_____ McDevitt Drive Toddler Park
	_____ Front Street Park

Purpose of Rental:

Date(s): _____ **Hours:** _____

Maximum no. of guests/attendees/participants/invitees: _____ (if multiple day event, insert maximum attendance per day)

Special Exposures

Yes

No

Vendors, exhibitors, concessionaires?
Caterer?
Entertainment or recreation activities?
Alcoholic beverages served?
Alcoholic beverage sold?
Persons under 21 to attend?

If yes, provide a list.
If yes, provide name.
If yes, provide description.

Facility Group Classifications

Group 1 No fee	City of Wheatland sponsored and co-sponsored events; other governmental agencies serving the City of Wheatland. No charge \$0
Group 2 Cost will be 50% of fees listed below	Non-profit, civic, athletic, social organizations, churches and schools which are located and based in the City. Applies to those functions that provide a service to the community of Wheatland. Must provide a non-profit number. Main Hall- \$22.50 per hr, \$180 per day Kitchen- \$2.50 per hr, \$20.00 per day Confer Room- \$9.00 First hr, \$7.50 each additional Hr.
Group 3 Cost will be 75% of fees listed below	City resident private parties, employee organizations, political candidate fundraisers and social events. City resident non-profit functions that do not meet Group 2 criteria. Non-resident, non-profit, civic, social organizations and schools. Main Hall- \$33.75 per hr, \$270 per day Kitchen- \$3.75 per hr, \$30.00 per day Confer Room- \$13.00 First hr, \$11.25 each additional Hr.
Group 4 Cost will be 100% of fees listed below	City resident commercial, business, and profit-making activities. Non-resident private parties, employee associations, commercial, business, profit making organizations and churches. Main Hall- \$90 per hr, \$720 per day Kitchen- \$10 per hr, \$80 per day Confer Room- \$35 First hr, \$30 each additional Hr.

Use of the parks or facility is conditioned upon Applicant's compliance with the following terms and conditions:

- Fees.** Applicant shall pay a use fee to the City in accordance with the following rates:

GROUP # % Charge

(a) Community Center:

Check appropriate box:

- ☐ a. **Main Hall:** \$_____ per hour or \$_____ per day.
- ☐ b. **Conference rm:** \$_____ for the first hour, \$_____ each additional hr. Number of hrs requested _____
- ☐ c. **Kitchen:** \$_____ per hour or \$_____ per day.

(b) Parks:

Note All parks are open to the public free of charge on a first come , first served basis. However, if you wish to reserve them for a private function or event the following rates apply:

Check appropriate box:

- ☐ a. Parks without rest rooms: **\$100.00 per event, \$50.00 deposit.**
- ☐ b. C Street Park: **\$150.00 per event in the small area, \$50.00 deposit.**
- ☐ c. C Street Park: **\$200.00 per event in the large area, \$50.00 deposit.**

(c) Cleaning/Security Deposit

A cleaning and security deposit shall be posted with the City. The cleaning/security deposit amount shall be in accordance with the following rates:

Please check appropriate box:

- ☐ i. Private person or organization serving alcoholic beverages: **\$500 per event.**
- ☐ ii. All others: **\$300 per event.**
- ☐ iii. In cases of hardship or for good cause involving a charitable or non-profit organization or public agency, the City Council, in its sole discretion, may reduce the amount of the security/cleaning deposit up to 50%.

For rates (a) to (c) involving events that span more than one day, the applicable event fee shall be paid for each day of the event, unless otherwise provided by the City Council.

TERMS AND CONDITIONS

1. Reservations:

- a) All persons or organizations desirous of renting the City of Wheatland Community Center shall make reservations as set forth in the Facility User Group Categories, Reservation Period and Rental Fee Policy.
- b) The person signing the rental application and/or the organization on whose behalf the rental is being made is responsible for compliance with all the conditions of use for the facility.
- c) The rental agreement must be signed by a person who is at least eighteen (18) years of age; and, if alcohol is to be served, the rental agreement must be signed by a person who is at least twenty-one (21) years of age.
- d) All youth activities/events require one (1) adult in attendance for every ten (10) youths attending.
- e) The renter shall be responsible for securing all required permits and shall present evidence of such permits to the City at least ten (10) working days prior to the rental date.
- f) Rental of City Facilities for private profit/commercial gain must be approved in advanced by the City Manager or his designee.
- g) All open to the public events must be approved in advance by the City Manager.
- h) Under no circumstance shall the applicant/renter and/or organization sublease or allow any organization or individual to use the facility during the time and on the date for which they have contracted.
- i) Determination of resident/non-resident users: Determination of resident/non-resident users is based on Facility User group Categories, Reservation Period and Rental Fee Policy. Proof of residency may be required.
- j) Renter Check-in/Check-out: A City employee will meet the renter or representative, thereof, at the check-in time indicated on the reservation form and again at the end time of the reservation. Check-out time will be coordinated between the City employee and the renter or representative. If the City employee is left waiting or is delayed by the renter, the renter shall be charged the hourly facility fee for each hour or portion thereof. Said charge will be deducted from the maintenance deposit.
Note: A check-out meeting is required at the end of the event. Please designate one person for both check in and check out.

2. Fees/Waivers:

- a) Cleaning/Security deposit: A cleaning/security deposit is due and payable at the time of reservation. The maintenance deposit shall be charged in accordance with the schedules established by the City. Events will not be held until the cleaning/security deposit is paid in full. **The cleaning/security deposit** will be fully refunded within 5 business days after City inspection of the park/facility and premises, provided that (i) the park/facility and premises are clean and orderly, (ii) there was no damage to the park/facility, furniture or furnishings, (iii) Applicant and its guests, participants attendees and invitees fully complied with the conditions of this Agreement, and (iv) the City Police Department and or fire department was not required to respond as a result of any incident, complaint, conduct or behavior connected with the event. If the City finds that any of these four conditions was not satisfied, the then City shall retain all or a portion of the deposit, depending upon the extent of costs to the City and/or extent and nature of the violation.

3. Rental Fees:

- (a) Fees for the use of City facilities will be charged in accordance with the schedules established by the City.
- (b) Rental fees must be paid, in full, fourteen (14) days in advance of the rental date. The reservation form and this Facility Rental Agreement Use Conditions form must be completed and signed at the time of reservation. Any payment made less than fourteen (14) working days prior to the rental must be made in cash, cashiers check or money order. Personal Checks will be accepted if payment is received less than fourteen (14) days in advance of the rental. **Cancellation of event may occur if rental fees are not paid within fourteen (14) working days of event.**

4. Set up/Take down, decorations and clean up:

- (a) Renters including caterers, DJ's, delivery equipment etc: will not be permitted access to the facility prior to the scheduled rental period.
- (b) **NO** decorations shall be placed on the walls, ceilings, stapled to the tables or doors. **NO** straw, glitter, confetti, birdseed, and/or rice are permitted inside or outside the facility. **NO** candles except if they are in a glass container that is higher than the flame. **Bubbles** are permitted outside only.
- (c) The renter is responsible for the table and chair set up/take down and cleaning of the facility, including the kitchen (if used) at the end of the rental.
- (d) In the event that excessive cleaning is required, the renter understands that they shall be charged for any and all janitorial fees incurred by the City as a result. These fees shall be retained from the cleaning/security deposit.
- (e) HALLWAYS AND EXITS ARE TO BE KEPT CLEAR AT ALL TIMES.

5. **Equipment/Accessories:**
- (a) The City does not provide AV/PA equipment. The renter can provide at their own cost. Use of AV/PA equipment and/or live or recorded amplified music must be approved in advance.
 - (b) Chairs and tables are not to be taken outside of the facility for any reason.
 - (c) The applicant /renter and/or organization agree to assume financial responsibility for any loss and/or damage to the building and/or its contents which are not covered by the cleaning/security deposit or which may exceed the cleaning/security deposit.
 - (d) If damage exceeds the cleaning/security, the applicant/renter and/or organization will be responsible for all costs and will be billed by the City for any costs exceeding the cleaning/security deposit.
 - (e) Tables and chairs inventories shall not be modified. The City does not rent additional tables and chairs.
6. **Miscellaneous**
- (a) **NO** smoking is allowed inside City facilities. State law prohibits smoking or use of tobacco products inside any public building.
 - (b) Smoking is permitted 20 feet from any building or window. Renters selling alcohol must be approved by the City Manager and provide an ABC (Alcohol Beverage Control) permit. All furniture, plants and other furnishings in the main lobby/foyer are not to be removed or relocated.
7. **Limits on use**
- (a) Applicant shall use the park or facility solely for the event or activity described in this application. Applicant shall provide access to the park or facility for inspection by authorized city employees at any time.
8. **Hours of use**
- (a) Any indoor music or entertainment shall cease at 12:00 am. Any outdoor music or entertainment shall cease by 10:00. All events shall conclude by 12:00 am (with the exception of cleaning persons) unless otherwise
9. **Use of Kitchen**
- (a) The Community Center Kitchen can only be used for the heating up of already prepared food. For example, any dish that has been prepared outside of the facility, i.e. casserole, meats, spaghetti etc. these items may be warmed in the microwave or stove. **NO PREPARATION OF FOOD IS ALLOWED.** Any kind of salads or other types of items need to be already made. No cutting up, chopping, etc.
10. **Payment Deadline.** The rental fee and cleaning/security deposit shall be paid to the City Clerk at least 14 days prior to the date of the event. If the fee and deposit are not timely paid, then this Agreement shall be of no force and effect, and the City may allow the park or facility to be used by another user.
12. **Capacity Limits.** The number of persons using the park or facility shall not exceed the limit stated in the application or the building occupancy limit.
13. **Hours of Use Limits.** Any indoor music or entertainment shall cease by 12:00 p.m. Any outdoor music or entertainment shall cease by 10:00 p.m. All events shall be concluded and the park/facility vacated (except for cleaning persons) by midnight unless written permission is granted for a longer period of usage.
14. **No Damage.** Applicant and its guest, participants, attendees and invitees shall not damage, deface, destruct or harm the park or facility, including all interior and exterior walls, floors, ceilings, fixtures, furniture and furnishings. If Applicant or a guest, participant, attendee or invitee damages, defaces, destructs or harms the park/facility or furnishings, then Applicant shall be liable for the costs of the necessary repairs or replacements, including costs that may be in excess of the cleaning/security deposit. Within 12 hours after the end of the event, Applicant shall clean the park or facility so it is in the same condition as when delivered. Applicant shall give prompt written notice to City of any damage or destruction to the park or facility. **Note: No driving on lawn surrounding community center for unloading or loading.**
15. **Nontransferable and Cancellation.** The permission granted to use the above-described park or facility is not transferable or assignable. Either party may cancel this Agreement by giving the other party written notice of cancellation at least fourteen days prior to the event. If Applicant does not use the facility but fails to cancel within fourteen (14) days of the Agreement, then the deposit will be refunded but Applicant shall forfeit refund of the rental fee. If the Agreement is cancelled within fourteen (14) days or more before event, then City will refund the fee and deposit less a \$50 processing fee.
16. **Indemnification.** Applicant shall indemnify, defend, protect and hold harmless City and its officers, employees, agents and volunteers from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expenses, including attorneys' fees, arising from or in connection with, or caused by (a) any act, omission or negligence of Applicant or

its guests, participants, attendees, invitees, employees, officers, agents, or contractors, or (b) any use of a City park or facility, or any accident, injury, death or property damage occurring in, on or about the park or facility.

17. **Insurance.** Applicant at its sole cost and expense shall procure and maintain for the event commercial general liability insurance with limits of at least \$1,000,000 per occurrence and in a form acceptable to the City. The policy shall be endorsed to name the City, and its officers, employees, volunteers and agents as additional insureds. City's insurance or self-insurance, if any, shall be excess and shall not contribute with Applicant's insurance. At least three days prior to the commencement of the event, the Applicant shall provide to City a certificate of insurance evidencing this coverage, and an endorsement on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage. The City requires either host liquor liability or dram shop liability (liquor liability for those in the business of serving alcohol). If the renter can not comply with the City's insurance requirements, the City can offer special events coverage.

City may cancel an event or activity if the Applicant fails to provide proof of adequate insurance coverage. In case of such cancellation, then the deposit will be refunded but Applicant shall forfeit refund of the fee.

18. **Assumption of Risk.** Applicant agrees to use the park or facility and furnishings and equipment solely at its own risk and Applicant and all those claiming by, through or under Applicant hereby release City, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, loss of or damage to the equipment, business, or personal property, arising directly or indirectly out of or from or on account of use of the park or facility.

19. **Alcoholic Beverages.**

(a) If alcoholic beverages are to be served, Applicant shall provide at least one licensed, uniformed, bonded security guard for each 100 persons expected to attend the event (as stated on the application). Prior to commencement of the event, the Applicant shall obtain from the City Police Department and provide to the security guards a list of responsibilities that will be enforced by the security guards. All required security guards must remain at the park or facility for the duration of the event and until all guests, attendees, participants and invitees have vacated the park or facility (except for cleaning persons) and the parking area.

(b) If Applicant is to sell alcoholic beverages at the event, then at least 24 hours prior to the commencement of the event, Applicant shall provide to the City Police Department a copy of the daily on-sale general license or other appropriate license from the State Department of Alcoholic Beverage Control. Failure to obtain the daily on-sale general license or other appropriate license from the State Department of Alcoholic Beverage Control shall be grounds for the City to cancel the reservation. In such case of cancellation, then the deposit will be refunded but Applicant shall forfeit refund of the fee.

(c) If the application indicates that alcoholic beverages will not be served at the event, then the Applicant shall take appropriate measures to ensure that no guests, participants, attendees or invitees bring alcoholic beverages into the park or facility.

20. **Events Not Serving Alcoholic Beverages.**

(a) If no alcoholic beverages are to be served, Applicant shall provide at least one licensed, uniformed, bonded security guard for 150 or more persons expected to attend the event (as stated on the application). Prior to commencement of the event, the Applicant shall obtain from the City Police Department and provide to the security guards a list of responsibilities that will be enforced by the security guards. All required security guards must remain at the park or facility for the duration of the event and until all guests, attendees, participants and invitees have vacated the park or facility (except for cleaning persons) and the parking area.

21. **Compliance with Laws.** Applicant and its participants, guests, attendees and invitees shall comply with all applicable federal, state and local laws and regulations, including all permit and license requirements.

22. **Remedies.** If Applicant fails to comply with any of the terms and conditions of this Agreement, then, in addition to any other remedy, the City may refuse to license any City park or facilities to Applicant in the future.

23. **Special Conditions (if any).**

(a) _____ (b) _____

Application approved subject to payment of fees, posting of security/cleaning deposit, proof of insurance, and compliance with basic terms and conditions and special conditions (if any).

By: _____
Community Center Coordinator

Date: _____

Signature(s) of responsible person(s) submitting application:

Print Name: _____

[sign here] _____ Date _____

Print Name: _____

[sign here] _____ Date _____